



REQUEST FOR PROPOSAL (RFP)

For

Technical Support for the

**Guadalupe, San Antonio, Mission, and Aransas Rivers and
Mission, Copano, Aransas, and San Antonio Bays
Basin and Bay Area Stakeholders Committee (BBASC)**

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I – Background

BBASC Charge [Texas Water Code §11.02362(o)] - *Each basin and bay area stakeholders committee shall review the environmental flow analyses and environmental flow regime recommendations submitted by the committee's basin and bay expert science team and shall consider them in conjunction with other factors, including the present and future needs for water for other uses related to water supply planning in the pertinent river basin and bay system. . . .*

The basin and bay area stakeholders committee shall develop recommendations regarding environmental flow standards and strategies to meet the environmental flow standards and submit those recommendations to the commission and to the advisory group in accordance with the applicable schedule specified by or established under Subsection (c), (d), or (e).

In 2007 Texas Senate Bill 3 (SB 3) created a process to determine environmental flows requirements in specific river basin and bay areas across the state to be used in the water rights permitting process. The SB 3 environmental flows standards development process is being conducted under the administrative oversight of the Texas Commission on Environmental Quality (TCEQ). The process includes creation of area specific committees to develop environmental flow recommendations for use as a basis for the eventual related rulemaking process.

Brief Process Overview:

- Guadalupe, San Antonio, Mission and Aransas River/Mission, Copano, Aransas and San Antonio Bay and Basin Area Stakeholder Committee (BBASC) was formed to develop environmental flow recommendations for the Guadalupe, San Antonio, Mission and Aransas River/Mission, Copano, Aransas and San Antonio Bay and Basin areas.
- The BBASC stakeholder interests generally include: agricultural irrigation, recreational water users, municipalities, soil & water conservation districts, industrial water users from chemical manufacturing, refining and electric generation, free-range livestock, commercial fishing, public interest groups, regional water planning, groundwater conservation districts, river authorities, regional water planning groups and environmental interests.
- This group, which first met in December 2009, was charged with selecting a Basin and Bay Expert Science Team (BBEST). The BBEST is to develop a recommended flow regime for the basins and bays necessary for maintaining a sound ecological environment. The recommended flow regime is to be based solely on best available science, without considering human factors and water usage needs. BBEST members were selected in March 2010 and have been working to develop flow regime recommendations, which are due to the BBASC by March 1, 2011.
- Once the BBEST submits their flow regime recommendations to the BBASC, the BBASC has 6 months to use that information in conjunction with other important water policy considerations to develop a final set of environmental flow recommendations for submittal to TCEQ.

II – Objective

The San Antonio River Authority (River Authority) as the contracting agent for the BBASC is seeking technical support for development of their recommendations report. The report is to determine the impact of the Basin and Bay Expert Science Team's (BBEST) recommendation will have on the various stakeholder interests in particular the present and future needs for water for uses related to water supply planning within the river basins and bay system.

III – Scope of Services

Technical Support for Development of Recommendations Report

1) Impact of BBEST Recommendations on Water Supply Project Firm Yield

a) Compute the firm yield of two example large scale water supply projects¹ subject to senior water rights, appropriate hydrologic assumptions, and the following environmental flow standards:

- i. None;
- ii. TCEQ Default (Modified Lyons);
- iii. Regional Planning (Consensus Criteria for Environmental Flow Needs); and
- iv. BBEST Recommendations.²

b) Quantify the percentages of maximum potential example project firm yield committed to the environment subject to each of the above environmental flow standards.

c) Estimate the capital, annual, and unit costs of firm water supply associated with example projects and environmental flow standards. Compare these unit costs to one another and to the unit cost of those for projects recommended in the 2011 Region L Water Plan.

d) Evaluate magnitudes, frequencies, and durations of instream flows and estuarine inflows downstream of the example projects and consider quantitative ecological ramifications in the forms of relative differences in species abundance, suitable habitat area, and/or other factors.

e) Consider whether an appropriate balance between firm water supply and environmental flow needs has been achieved. If an appropriate balance has not been achieved or further research is needed to formulate recommendations, proceed to Task 3.

2) Availability of New Run-of-River Surface Water Permits for Municipal, Industrial, Steam-Electronic Power Generation, and/or Agricultural Uses Up to 10,000 acft/yr

¹ Example large scale water supply projects may include those identified by the BBEST for consideration of potential effects on instream flows and freshwater inflows (i.e., Goliad Reservoir and a Guadalupe Run-of-River Diversion with Off-Channel Storage), recommended strategies in the 2011 Region L Water Plan, or others identified by the BBASC.

² The Science Advisory Committee (SAC) has provided guidance regarding the performance of this subtask in the form of a November 12, 2010 document entitled "Consideration of Methods for Evaluating Interrelationships between Recommended SB3 Environmental Flow Regimes and Proposed Water Supply Projects."

a) Based upon geographical coverage and other factors, select up to nine (9) BBEST flow regime recommendation locations for consideration (e.g., Guadalupe River – Spring Branch, Gonzales, Victoria; Blanco River – Wimberley; San Marcos River – Luling; Medina River – San Antonio; San Antonio River – Falls City; Cibolo Creek – Falls City; Mission River – Refugio).

b) Compute the availability of surface water for new seasonally peaked run-of-river diversions at the selected locations subject to senior water rights, appropriate hydrologic assumptions, a maximum diversion rate of about 35 cfs,³ and the following environmental flow standards:

- i. None (equivalent to unappropriated streamflow);
- ii. TCEQ Default (Modified Lyons); and
- iii. BBEST Subsistence and Base Flow Recommendations.⁴

c) Quantify the percentages of maximum potential surface water available committed to the environment at the selected locations subject to each of the above environmental flow standards.

d) Evaluate magnitudes, frequencies, and durations of flows at the selected locations and consider quantitative ecological ramifications in the forms of relative differences in species abundance, suitable habitat area, and/or other factors.

e) Consider whether an appropriate balance between surface water available for permitting and environmental flow needs has been achieved. If an appropriate balance has not been achieved or further research is needed to formulate recommendations, proceed to Task 3.

3) BBASC Recommendations Regarding Environmental Flow Standards

a) If additional firm water supply from an example project or water available for permitting is necessary to achieve an appropriate balance, then evaluate potential modifications of BBEST flow regime recommendations in accordance with the following steps:

- i. Successively reduce or eliminate BBEST flow regime components perceived to be the least critical for maintenance of a sound ecological environment (e.g., tiered seasonal pulses or tiered base flows).
- ii. Quantify resulting percentages of maximum potential example project firm yield or unappropriated streamflow committed to the environment.
- iii. Perform unit cost comparisons for example projects.
- iv. Consider quantitative ecological ramifications based on relative differences in downstream flows.
- v. Iterate steps i. through iv. until an appropriate balance has been achieved.

³ 35 cfs approximates the summer peak monthly use rate consistent with a 10,000 acft/yr authorization for irrigation purposes.

⁴ It is noted that the BBASC may provide recommendations regarding potential variation in the complexity of an environmental flow standard commensurate with the magnitudes of future applications for surface water rights. In its 2010 draft rules for the Sabine-Neches and Trinity-San Jacinto River Basins, TCEQ stated that new water rights permits “to divert or store 10,000 acre-feet or less per year would not contain the special conditions relative to high flow pulses (§298.285).”

- b) If additional water for environmental flow needs is necessary to achieve an appropriate balance, then evaluate potential modifications of BBEST flow regime recommendations in accordance with the following steps:
- i. Successively increase or add to BBEST flow regime components perceived to be the most critical for maintenance of a sound ecological environment (e.g., tiered seasonal pulses, tiered base flows, or subsistence flows).
 - ii. Quantify resulting percentages of maximum potential example project firm yield or unappropriated streamflow committed to the environment.
 - iii. Perform unit cost comparisons for example projects.
 - iv. Consider quantitative ecological ramifications based on relative differences in downstream flows.
 - v. Iterate steps i. through iv. until an appropriate balance has been achieved.

4) Work Plan Support for Additional Factors Identified by the BBASC for Consideration

- a) In consultation with the BBASC or its designated representatives, develop a work plan summary for each of the following factors identified by the BBASC for more detailed consideration:
- i. Scouring of Passes (i.e., Cedar Bayou) and Impacts on Estuarine Ecology;
 - ii. Impacts of Groundwater Use on Upper Basin Streamflows;
 - iii. Exempt Uses of Surface Water;
 - iv. Commercial & Recreational Fishing;
 - v. Riparian Diversions for Domestic & Livestock (D&L) Uses;
 - vi. Effects of Conservation & Drought Management;
 - vii. Predictability in Surface Water Permitting;
 - viii. Impact of Saltwater Barrier;
 - ix. Impact of Levees;
 - x. Intensity & Duration of Floods;
 - xi. Impact of Invasive Woody Species; and
 - xii. Impacts of Groundwater Withdrawn from Alluvial Gravels.
- b) Work plan summary shall include identification of existing data sources, descriptions of additional data collection or monitoring activities, future technical analyses, and discussion of potential relevance to environmental flow standards or strategies to meet environmental flow standards.

5) BBASC Meetings and Recommendations Report

- a) Participate in up to eight (8) meetings of the BBASC and support its development of recommendations regarding environmental flow standards and strategies to meet the environmental flow standards.
- b) Prepare and deliver presentations summarizing technical support work described in Tasks 1 through 4.
- c) Prepare and submit a draft BBASC recommendations report in electronic format within approximately four and one half (4.5) months of receipt of the BBEST recommendations report.
- d) Prepare and submit a final BBASC recommendations report in electronic format within approximately one (1) month of receipt of the BBASC comments on the draft.

Tentative Schedule:

March 2 – BBEST recommendations presented to BBASC

April 6 – BBASC meeting: brief and receive direction on status of technical work

May 4 – BBASC meeting: present results and take direction on Tasks 1 and 2

June 1 – BBASC meeting: present results and take direction on Task 3

July 6 – BBASC meeting: present results and take direction on Task 4

July 15 – Submit draft recommendation report to BBASC for review

August 3 – BBASC meeting: discuss BBASC comments on draft recommendation report

August 24 – BBASC meeting: Review BBASC recommendation report (if necessary)

August 31 – BBASC meeting: approval of BBASC recommendations

September 1 – Submit BBASC recommendations to TCEQ

IV – Term of Contract

The anticipated term of the proposed contract is 6 months from the effective date of notification of award.

V – Proposal Requirements

CONSULTANT's proposal shall include the following items in the following sequence.

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how CONSULTANT proposes to accomplish and perform each specific service and unique problems perceived by CONSULTANT and their solutions.
- B. CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE: Completed CONSULTANT Qualification General Questionnaire (Attachment A).
- C. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form (Attachment B). If CONSULTANT is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- D. SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES: Complete the (Attachment C) regarding company ownership.
- E. BROCHURES: Include brochures and other relevant information about CONSULTANT considered by the RIVER AUTHORITY in its selection.
- F. REFERENCES AND QUALIFICATIONS:
 - a. Background of CONSULTANT and support personnel, including professional qualifications and length of time working in CONSULTANT's capacity. Include résumés of key personnel for services that CONSULTANT proposes to perform including relevant experience of CONSULTANT as it relates to the scope of services contemplated by the RFP.
 - b. Specific experience with public entity clients, for example; River Authorities, Water Districts or other Governmental Entities. If CONSULTANT has provided services for the RIVER AUTHORITY in the past, identify the name of the project and the department for which

CONSULTANT provided those services. If CONSULTANT is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- c. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 - d. CONSULTANT shall provide three (3) references, preferably from other governmental entities and/or River Authorities, for whom CONSULTANT has provided services.
 - e. If CONSULTANT has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- G. INSURANCE REQUIREMENTS: Signed statement indicating CONSULTANT's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment D)
- H. INDEMNITY REQUIREMENTS: Signed statement indicating CONSULTANT's willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment E)
- I. CONFLICT OF INTEREST QUESTIONNAIRE: (Attachment F)
- J. CONTRACT COMPLIANCE STATEMENT AND CONTRACT DOCUMENT: Signed statement indicating CONSULTANT's willingness and ability to comply with and execute the attached Contract, if selected. (Attachment G)
- K. SIGNATURE PAGE: CONSULTANT must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. (Attachment H)
- L. PROPOSAL CHECKLIST: Completed proposal checklist (Attachment I).
- CONSULTANT is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE CONSULTANT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI – Amendments to RFP

Amendments to this Request For Proposal shall be posted on the River Authority's website at <http://www.sara-tx.org>.

VII – Submissions of Proposals

- A. CONSULTANT shall submit **(9)** copies of the Proposal, and an original signed in ink, in a sealed package, clearly marked on the front of the package **BBASC Technical Support for Recommendation Report**. All Proposals must be received in the RIVER AUTHORITY no later than **12:00 NOON p.m. central time, Monday, February 7, 2011** at the address below. Any Proposal received after this time will not be considered.

Mailing Address:

San Antonio River Authority, Attn: **TECHNICAL SERVICES DIVISION, STEVE RAABE - DIRECTOR**
P.O.Box 839980
San Antonio, TX 78283-9980

Courier Address:

San Antonio River Authority, Attn: **TECHNICAL SERVICES DIVISION, STEVE RAABE - DIRECTOR**
100 E. Guenther
San Antonio, TX 78204

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12 point type. All pages shall be single spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed shall be five (5), excluding resumes, general consultant literature and other required attachments. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in Section VI, Proposal Requirements and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. CONSULTANTS who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate CONSULTANTS and limited liability company CONSULTANTS shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.
- D. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, **the Director of the Technical Services Division** shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- E. All provisions in CONSULTANT's proposal shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- F. All proposals become the property of the RIVER AUTHORITY upon receipt and will not be returned. Any information deemed to be confidential by CONSULTANT should be clearly noted on the page(s) where confidential information is contained; however, the RIVER AUTHORITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by CONSULTANT may not be considered confidential under Texas law, or pursuant to a Court order.

- G. Any cost or expense incurred by the CONSULTANT that is associated with the preparation of the Proposal, the Pre-Proposal conference or short list interview, if any, or during any phase of the selection process, shall be borne solely by CONSULTANT.

VIII – Restrictions on Communication

Once the RFP has been released, CONSULTANTS are prohibited from communicating with the RIVER AUTHORITY staff or BBASC members regarding the RFP or Proposals, with the following exceptions:

- A) Questions concerning substantive RFP issues shall be directed, in writing only, to **Steve Raabe, Director** at P.O. Box 839980, San Antonio, TX 78283-9980. Verbal questions and explanations are not permitted other than for general non-substantive issues or as may be described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by e-mail will be accepted at sraabe@sara-tx.org. No inquiries or questions will be answered if received after **12:00 noon on Wednesday, January 31, 2011**, to allow ample time for distribution of answers and/or amendments to this RFP. CONSULTANTS wishing to receive copies of the questions and their responses must notify the RIVER AUTHORITY's Contact Person in writing prior to the date and time the questions are due.
- B) CONSULTANT shall not contact the RIVER AUTHORITY employees or BBASC members before an award has been made, except as set out herein. Violation of this provision by CONSULTANT may lead to disqualification of its proposal from consideration.
- C) The RIVER AUTHORITY on behalf of the BBASC reserves the right to contact any CONSULTANT for clarification after responses are opened and/or to further negotiate with any CONSULTANT if such is deemed desirable.

IX – Evaluation Criteria

The RIVER AUTHORITY and /or BBASC will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The RIVER AUTHORITY and /or BBASC may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the CONSULTANTS for interviews. If the RIVER AUTHORITY and /or BBASC elects to conduct interviews, CONSULTANTS may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The RIVER AUTHORITY on behalf of the BBASC reserves the right to select one, or more, or none of the CONSULTANTS to provide services.

Evaluation criteria:

- A) Responsiveness to the Request for Proposal
 - a. Requested information included & thoroughness of response.
 - b. Understanding and acceptance of the scope of services.

- c. Acceptance of the RFP.
 - d. Clarity and conciseness of the response.
- B) CONSULTANT's background & capability to provide services required.
- a. CONSULTANT's area of expertise.
 - b. CONSULTANT's support personnel's professional qualifications and experience.
 - c. CONSULTANT's relevant experience.
 - d. CONSULTANT's experience with stakeholder groups.
 - e. CONSULTANT's availability of resources to support the project.
- C) Evaluation of References.
- D) Small, Minority, Women-Owned and HUB Business Enterprise status.

Preference will be given to proposals that are otherwise equal to a certified Small, Minority, Woman-Owned or HUB Business Enterprise.

X - Award of Contract and Reservation of Rights

- A. The RIVER AUTHORITY on behalf of the BBASC reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the CONSULTANT(s) whose Proposal(s) is deemed most advantageous to the RIVER AUTHORITY and /or BBASC, as determined by the selection committee.
- C. The RIVER AUTHORITY and /or BBASC may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the RIVER AUTHORITY or BBASC.
- D. The RIVER AUTHORITY and / or BBASC reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The RIVER AUTHORITY and /or BBASC also reserve the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. The RIVER AUTHORITY on behalf of the BBASC will require the selected CONSULTANT(s) to execute the contract no more than thirty (30) calendar days after the RIVER AUTHORITY gives notice of award. No work shall commence until the contract document(s) is signed by the RIVER AUTHORITY and CONSULTANT(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the RIVER AUTHORITY until reviewed by legal counsel. In the event the parties cannot negotiate and execute a contract within the time specified, the RIVER AUTHORITY on behalf of the BBASC reserves the right to terminate negotiations with the selected CONSULTANT and commence negotiations with another CONSULTANT.

- F. This RFP does not commit the RIVER AUTHORITY and/or BBASC to enter into a Contract, award any services related to this RFP, nor does it obligate the RIVER AUTHORITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. If selected, CONSULTANT will be required to comply with all terms of the contract established herein and in the attached contract.
- I. Conflicts of Interest. CONSULTANT acknowledges that it is informed that the CONSULTANT is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the RIVER AUTHORITY, as defined in the RIVER AUTHORITY's Ethics Code.
- J. Independent Contractor. CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the RIVER AUTHORITY shall in no way be responsible for CONSULTANT's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XI – Schedule of Events

Following is a list of **projected dates** with respect to this RFP:

| ACTIVITY | DATE |
|---|---------------------------------------|
| RFP Solicitation Period | January 24, 2011 – February 7, 2011 |
| Questions Accepted Until | 12:00 noon, January 31, 2011 |
| Proposals Due | 12:00 noon, February 7, 2011 |
| Selection Committee established | January 12, 2011 |
| Initial Evaluations Conducted | February 11, 2011 – February 16, 2011 |
| Selection Committee Selects for Short List Interviews (If applicable) | February 16, 2011 |
| Selection Committee Short List Interviews (If applicable) | February 22, 2011 |
| Selection Committee Selects Consultant | February 23, 2011 |
| Contract Negotiation | February 24, 2011 – February 28, 2011 |
| Execute Contract | March 1, 2011 |

XII – Additional Provisions

A. Ownership and Licenses

In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of CONSULTANT pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, audio or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

CONSULTANT acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and become the property of the RIVER AUTHORITY. CONSULTANT, if awarded this contract, will be required to turn over to the RIVER AUTHORITY, all such records as required by said contract. CONSULTANT, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without the RIVER AUTHORITY's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, CONSULTANT, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

B. Certifications

CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

C. Intellectual Property

If selected, CONSULTANT agrees to abide by the following regarding intellectual property rights:

CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the RIVER AUTHORITY harmless and indemnify the RIVER AUTHORITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT

has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the RIVER AUTHORITY.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

1. Either:
 - a) obtain, at CONSULTANT's sole expense, the necessary license(s) or rights that would allow the RIVER AUTHORITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) reimburse the RIVER AUTHORITY for any expenses incurred by the RIVER AUTHORITY to implement emergency backup measures if the RIVER AUTHORITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. CONSULTANT further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the RIVER AUTHORITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the RIVER AUTHORITY against any monetary damages and/or costs awarded in such suit;

Provided that:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the RIVER AUTHORITY legal counsel during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the RIVER AUTHORITY,
- that the Software or the equipment is used by the RIVER AUTHORITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the RIVER AUTHORITY's negligent act or omission, and
- That the RIVER AUTHORITY promptly provide CONSULTANT with written notice within 15 days following the formal assertion of any claim with respect to which the RIVER AUTHORITY asserts that CONSULTANT assumes responsibility under this section.

ATTACHMENT A - CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone: _(____)_____
4. FAX: _(____)_____
5. E-mail: _____
6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
Yes____ No____
7. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No____
9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the RIVER AUTHORITY may contact concerning this proposal or setting dates for meetings.
Name: _____
Address: _____
Telephone: _____ Fax: _____ Email: _____
11. Surety Information: Has the consultant or the Company ever had a bond or surety canceled or forfeited?
Yes () No ().
12. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

13. Bankruptcy Information: Has the consultant or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
Yes () No ()
14. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal Printed Name of Principal Title of Principal

ATTACHMENT B - LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Has the consultant or any member of Company/Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Has the consultant or any member of Company/Team been terminated (for cause or otherwise) from any work being performed for the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Has the consultant or any member of Company/Team been involved in any claim or litigation with the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If consultant has answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal: _____

Printed Name of Principal: _____

Title of Principal: _____

ATTACHMENT C - SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES

Utilization of Small Business Concerns

1. It is the policy of the River Authority that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the River Authority that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
2. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the River Authority, or other Governmental agencies as may be necessary to determine the extent of the Contractor's compliance with this clause.
3. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
4. The North American Industry Classification System (NAICS) Code for this acquisition is 237110.
5. The small business size standard is \$28.5 million in gross receipts.
6. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
7. Definitions.

Small business concern-A business concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in section 4 of this provision.

Women-owned small business concern-A small business concern that (1) is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern-A small business concern with (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.

Service-disabled veteran-owned small business concern-A small business concern that is (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, the spouse or permanent caregiver of a service-disabled veteran with permanent and severe disability.

Service-disabled veteran- a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

HUBZone small business concern-A small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Commercial item-A product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan-A subcontracting plan (including goals) that covers the bidder's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan-A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the bidder's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan-A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract-Any agreement (other than one involving an employer-employee relationship) entered into for supplies or services required for performance of the contract or subcontract.

NOTICE:

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of

the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- 1) Be punished by imposition of fine, imprisonment, or both;**
- 2) Be subject to administrative remedies, including suspension and debarment; and**
- 3) Be ineligible for participation in programs conducted under the authority of the Act.**

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES - ATTACHMENT 1

Please complete the following information, if your business falls into any of the below categories, using the size regulations as set forth on the Small Business Association's website, <http://www.sba.gov/size/>. Businesses must be at least 51% minority-owned, woman-owned, veteran owned, or service disabled veteran owned for designation to apply. Historically Underutilized Businesses or Disadvantaged Business Entities must be certified by state or regional agency for these designations to apply.

The River Authority encourages all businesses that fall into the categories listed below to become certified by the South Central Texas Regional Certification Agency. For more information, please contact 210-227-4722 or www.sctrca.org.

| | | | | |
|---|------------------------------|---|----------------------------|-------------------|
| NAME OF BUSINESS | | | | NAICS Code |
| ADDRESS | Number & Str. | City | State | Zip Code |
| CONTACT NAME | | | | |
| PHONE NUMBER | | | | FAX NUMBER |
| E-MAIL ADDRESS | | | | |
| CHECK ALL THAT APPLY | | | | |
| <input type="checkbox"/> Small Business Entity | | <input type="checkbox"/> Small Disadvantaged Business Entity | | |
| <input type="checkbox"/> Minority Owned Business Entity | | <input type="checkbox"/> Veteran Owned Business Entity | | |
| <input type="checkbox"/> Woman Owned Business Entity | | <input type="checkbox"/> Service Disabled Veteran Owned Business Entity | | |
| <input type="checkbox"/> HUBZone Business Entity | | <input type="checkbox"/> Other _____ | | |
| CERTIFIED | <input type="checkbox"/> Yes | <input type="checkbox"/> No | AGENCY CERTIFIED BY | |
| Please circle the answer that applies to your organization for the following statements: | | | | |
| <ul style="list-style-type: none">• The company and/or its principals (are/are not) presently debarred, suspended, or determined to be ineligible for an award of a contract by any Federal agency.• The company and/or its principals (comply / do not comply) with non-segregated facilities in accordance with FAR 52.222-21. | | | | |

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

As prescribed in FAR 19.301(d), the U.S. Government may impose a penalty against a firm misrepresenting its business size and/or disadvantaged status for the purpose of obtaining a procurement award. The information contained herein is complete and accurate in all details to the best of my knowledge and belief.

| | | | |
|----------------------------------|-------------------------------------|-------|------|
| Signature of Authorized Official | Printer Name of Authorized Official | Title | Date |
|----------------------------------|-------------------------------------|-------|------|

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES - ATTACHMENT 2

1. The bidder represents that it ____ is, ____ is not a small business concern.
2. (Complete only if bidder represents itself as a small business concern in question 1.) The bidder represents that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
3. (Complete only if bidder represents itself as a small disadvantaged business concern in question 2.) The bidder shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

4. The bidder represents that it ____ is, ____ is not a women-owned small business concern.
5. The bidder represents that it ____ is, ____ is not a veteran-owned small business concern.
6. (Complete only if bidder represents itself as a veteran-owned business concern in question b.5.) The bidder represents that it ____ is, ____ is not a service-disabled veteran-owned small business concern.
7. The bidder represents that –

A. It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

B. It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ATTACHMENT D- INSURANCE REQUIREMENTS

CONSULTANT must attach a statement in its proposal indicating CONSULTANT's willingness and ability to provide the following insurance coverage's and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected CONSULTANT shall furnish an original completed Certificate(s) of Insurance to Attn: TECHNICAL SERVICES DIVISION, STEVE RAABE which shall be clearly labeled **BBASC Technical Support for Recommendation Report** in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the RIVER AUTHORITY. The RIVER AUTHORITY shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to Attn: TECHNICAL SERVICES DIVISION, STEVE RAABE and no officer or employee, other than the RIVER AUTHORITY's Director of Finance & Administration, shall have authority to waive this requirement.

The RIVER AUTHORITY reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the RIVER AUTHORITY's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will the RIVER AUTHORITY allow modification whereupon the RIVER AUTHORITY may incur increased risk.

CONSULTANT's financial integrity is of interest to the RIVER AUTHORITY, and, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the RIVER AUTHORITY, CONSULTANT shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the RIVER AUTHORITY.

The RIVER AUTHORITY's insurance requirements include professional liability insurance in the amount of \$1,000,000 per claim per year, commercial general liability insurance in the amount of \$1,000,000 per occurrence, statutory workers' compensation coverage, employer's liability insurance in the amount of \$1,000,000 per occurrence and comprehensive automobile liability insurance in the amount of \$500,000 per occurrence.

The RIVER AUTHORITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the RIVER AUTHORITY, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. CONSULTANT shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to the RIVER AUTHORITY at an address provided by the RIVER AUTHORITY within ten (10) days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes.

CONSULTANT agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the RIVER AUTHORITY and its officers, employees, volunteers and elected representatives as additional insureds in respect to the operations and activities of, or on behalf of, the named insured performed under contract with the RIVER AUTHORITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the San Antonio River Authority where the RIVER AUTHORITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the RIVER AUTHORITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by the RIVER AUTHORITY, CONSULTANT shall notify the RIVER AUTHORITY of such and shall give such notices not less than thirty (30) days prior to the change, if CONSULTANT knows of said change in advance, or ten (10) days notice after the change, if the CONSULTANT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the RIVER AUTHORITY at the following addresses:

San Antonio River Authority

Attn: TECHNICAL SERVICES DIVISION, STEVE RAABE

100 East Guenther St.

PO Box 839980

San Antonio, TX 78283-9980

If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the RIVER AUTHORITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the RIVER AUTHORITY is an alternative to other remedies the RIVER AUTHORITY may have and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies the RIVER AUTHORITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the RIVER AUTHORITY shall have the right to order CONSULTANT to stop work under the Agreement, and/or withhold any payment(s) which become due to CONSULTANT thereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under the Agreement. It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the RIVER AUTHORITY for liability arising out of operations under this contract.

**STATEMENT ACKNOWLEDGING
INSURANCE REQUIREMENTS**

If awarded a contract in response to this proposal, CONSULTANT will be able and willing to comply with the insurance requirements described herein.

Printed Name of CONSULTANT

By: _____ (Signature)

ATTACHMENT E - INDEMNIFICATION REQUIREMENTS

THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE RIVER AUTHORITY HARMLESS FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT AND THOSE OF OR ANYONE FOR WHOM THE CONSULTANT IS LEGALLY LIABLE.

THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE RIVER AUTHORITY IN ANY MANNER WHATSOEVER FOR THE RIVER AUTHORITY'S OWN NEGLIGENCE.

STATEMENT ACKNOWLEDGING INDEMNIFICATION REQUIREMENTS

CONSULTANT hereby acknowledges and accepts with the indemnification requirements described herein.

Printed Name of CONSULTANT

By: _____(Signature)

ATTACHMENT F - CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Texas Local Government Code requires that any person or entity who contracts or seeks to contract with a government entity for the sale or purchase of property, goods, or services must submit a Conflict of Interest Questionnaire (Form CIQ) with the government entity. A Conflict of Interest Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the River Authority or submits to the River Authority an application, response to a request for proposal qualifications or bid, correspondence, or other writing related to a potential agreement. The vendor shall also be required to file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. (Form that can be filled out electronically is available at the River Authority web site).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

- 5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each affiliation or business relationship.

- 6** Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

Amended 01/13/2006

ATTACHMENT G - SIGNATURE PAGE
INDIVIDUAL or PROPRIETORSHIP

If CONSULTANT is an INDIVIDUAL or PROPRIETORSHIP, sign here:

Name: _____

Doing Business As: _____

PARTNERSHIP OR JOINT VENTURE

By signing below, the undersigned officer and/or agent of CONSULTANT represents, warrants and certifies that he/she is an authorized representative with full authority to bind CONSULTANT to the terms and conditions provided for in its Proposal and required by this RFP and has the necessary authority to execute an Agreement on behalf of CONSULTANT, if awarded .

If CONSULTANT is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

Partnership or Joint Venture Name

By: _____

Member of the Partnership or Joint Venture

By: _____

Member of the Partnership or Joint Venture

CORPORATION

If CONSULTANT is a CORPORATION, the duly authorized officer must sign as follows:
The undersigned certifies that he/she is _____(title) of the corporation or limited liability company named below; that he/she is designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that he/she is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of CONSULTANT, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is: _____(Company Name)

By: _____ Title: _____

ATTACHMENT H - PROPOSAL CHECKLIST

This checklist is to help the CONSULTANT ensure that all required documents have been included in its proposal.

| DOCUMENT | CHECK |
|---|-------|
| Executive Summary | |
| CONSULTANT Qualification General Questionnaire | |
| Litigation Disclosure | |
| Brochures | |
| References and Qualifications (Proposal Requirements Section of RFP): <ul style="list-style-type: none">• résumés of key personnel• 3 References | |
| Statement Acknowledging Insurance Requirements | |
| Statement Acknowledging Indemnification Requirements | |
| Small, Women, HUBzone, Disadvantaged Business Enterprises and Affirmation Form | |
| Statement Acknowledging Contract Execution Requirements | |
| Annual Financial Statement | |
| Conflict of Interest Questionnaire (CIQ) | |
| Signature Page | |
| 9 Copies of Proposal plus one signed original | |